



# MONTANA DEPARTMENT OF TRANSPORTATION INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

**IFB Number:**  
HWY-RC1124-JA

**IFB Title:**  
ADOPT-A-HIGHWAY SAFETY VESTS

**IFB Due Date and Time:**  
December 6, 2011  
3:00 p.m., Local Time

**Number of Pages:** 12

## ISSUING AGENCY INFORMATION

**Procurement Officer:**  
Jason Armstrong

**Issue Date:**  
November 21, 2011

**MONTANA DEPARTMENT OF TRANSPORTATION  
PURCHASING SERVICES SECTION  
2701 PROSPECT AVE  
PO BOX 201001  
HELENA MT 59620-1001**

**Phone: (406) 444-6033  
Fax: (406) 444-5411  
TTY Users, (406) 444-7696**

**Website: <http://gsd.mt.gov/>**

## INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND  
RETURN THIS PAGE WITH YOUR SEALED BID  
AND ANY REQUIRED DOCUMENTS TO:**

**#HWY-RC1124-JA  
PURCHASING SERVICES SECTION  
2701 PROSPECT AVE  
PO BOX 201001  
HELENA MT 59620-1001**

**Mark Face of Envelope/Package:**

**IFB Number:** HWY-RC1124-JA

**SEALED BIDS** will be received and publicly opened  
in the Administrative Division at 3:00 pm.

**Attachments:** NONE

## BIDDERS MUST COMPLETE THE FOLLOWING

**Federal Tax ID Number:**

**Delivery Date:**

**Bidder Name/Address:**

**Authorized Bidder Signatory:**

**(Please print name and sign in ink)**

**Bidder Phone Number:**

**Bidder FAX Number:**

**Bidder E-mail Address:**

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

## HIGHWAY CIVIL RIGHTS

The Contractor must, in performance of work on this contract, fully comply with all applicable federal, state or local laws, rules and regulations. The Contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions of the appropriate federal laws, including Title VI of the Federal Civil Rights Act of 1964. In accordance with 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disabilities or national origin by the persons performing the contract.

### DEPARTMENT OF TRANSPORTATION ADOPT-A-HIGHWAY SAFETY VESTS REQUIREMENT CONTRACT RC1124

BILL TO: DEPT OF TRANSPORTATION  
VARIOUS LOCATIONS  
AS LISTED HEREIN

F.O.B. ADDRESS: DEPT OF TRANSPORTATION  
VARIOUS LOCATIONS  
AS LISTED HEREIN

Questions may be directed to Matt Chambers at (406) 444-7285 in Helena. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing, and claimed oral modifications are not valid or binding.

## **1.0. STANDARD TERMS AND CONDITIONS**

By submitting a response to this invitation for bid, request for proposal, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

### **1.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS**

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Bids, proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal.

### **1.2. ACCESS AND RETENTION OF RECORDS**

The Contractor agrees to provide the Department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

### **1.3. ACKNOWLEDGEMENT OF ADDENDA**

For any addenda issued, the Contractor must sign and return all addenda with the bid response. Failure to include signed copies of addenda will result in bid disqualification of the bid response.

### **1.4. ADDENDA ISSUED**

Addenda referencing Invitation for Bid #HWY-RC1124-JA may be posted up to 48 hours prior to the bid opening date and time referenced on the cover page.

### **1.5. ALTERATION OF SOLICITATION DOCUMENT**

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

### **1.6. ANTITRUST ASSIGNMENT CLAUSE**

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

### **1.7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141)

### **1.8. AUTHORITY**

The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

### **1.9. BILLING**

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

### **1.10. COLLUSION PROHIBITED**

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

### **1.11. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

### **1.12. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department of Transportation Purchasing Services Section. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

### **1.13. DEBARMENT**

The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

### **1.14. DISABILITY ACCOMMODATIONS**

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

### **1.15. EXCEPTIONS**

A prospective Contractor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department's best interest.

### **1.16. FACSIMILE RESPONSES**

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

### **1.17. FAILURE TO HONOR BID/PROPOSAL**

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

### **1.18. FORCE MAJEURE**

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

### **1.19. HOLD HARMLESS/INDEMNIFICATION**

Contractor agrees to defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorney's fees), and losses to them from any cause whatever (including patent, trademark and copyright infringements) from the Agreement and its execution. This includes any suits, claims, actions, losses, costs or damages of any kind, including the State's and Department's legal expenses, arising out of, in connection with, or incidental to the Agreement, but does not include any such suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts, omissions or misconduct of Department's employees if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of Contractor's employees.

The Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of any subcontractor, and the public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Safe Place to Work Statute, etc.). This indemnification is expressly intended by the parties to include any claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorney's fees), and losses that are, or are alleged or held to be, based upon a breach by the Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor, and the public.

#### **1.20. LATE BIDS AND PROPOSALS**

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

#### **1.21. PAYMENT TERM**

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

#### **1.22. PREPARATION OF BIDS**

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

#### **1.23. RECIPROCAL PREFERENCE**

The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp>

#### **1.24. REFERENCE TO CONTRACT**

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

#### **1.25. REGISTRATION WITH THE SECRETARY OF STATE**

Within 10 business days of receiving the Request for Documents Notice, the successful bidder/offeree must register with the Secretary of State and obtain a certificate of authority to demonstrate that the successful bidder/offeree is in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665 or visit their website at <http://sos.mt.gov/>

In the sole discretion of Montana Department of Transportation, this contract may be voided for violation of these requirements. The Certificate of Authority must be sent to the Purchasing Services Section, PO Box 201001, Helena, MT 59620-1001. This section does not apply to a natural person, conducting business in his/her full, true and correct name, (Mont. Code Ann. § 30-13-201(1)).

#### **1.26. REJECTION OF BIDS**

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities, or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section at (406) 444-6033 in Helena.

#### **1.27. SEPARABILITY CLAUSE**

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

#### **1.28. SHIPPING**

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

#### **1.29. SOLICITATION DOCUMENT EXAMINATION**

Vendors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

#### **1.30. TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

#### **1.31. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED**

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual.

#### **1.32. TERMINATION OF CONTRACT**

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

#### **1.33. UNAVAILABILITY OF FUNDING**

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3))

### **1.34. UNIT PRICE**

Unless otherwise specified, the unit price for each line items must be provided in the appropriate space within the bid document: This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

### **1.35. U.S. FUNDS**

All prices and payments must be in U.S. dollars.

### **1.36. VENUE**

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401)

### **1.37. WARRANTIES**

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

## **2.0. GENERAL INFORMATION**

### **2.1. DURATION OF CONTRACT**

Requirement Contract Number RC1124 shall commence on January 1, 2012 and shall continue until December 31, 2012.

### **2.2. CONTRACT EXTENSION**

This contract may, upon mutual agreement, be extended in one (1) year increments for a period not to exceed a total of three (3) years, [two (2) additional years]. This extension is contingent upon legislative appropriations and in no case may a contract run longer than three (3) years. Extension of this contract will be possible only by way of duplication of the terms, conditions and prices of the original existing contract.

Any intention to extend the contract must be initiated in writing no later than forty-five (45) days prior to the termination date of the existing contract or termination date of a contract, which has been previously extended.

### **2.3. TERMINATION**

This Agreement may be terminated for failure to provide the services or accomplish work enumerated herein. Upon receiving written notice from the DEPARTMENT, the CONTRACTOR has 24 hours to cure the failure; the CONTRACTOR'S failure to cure the failure within the time allowed will be grounds for the immediate termination of this Agreement.

This contract may be terminated by the DEPARTMENT without cause; the DEPARTMENT must give written notice of intention to do so to the CONTRACTOR at least thirty (30) days prior to effective day of termination, unless immediate termination is necessary.

If the Contractor fails to provide services required by this contract or such services within the time specified herein or any extension thereof, the Department may, by written notice of default to the Contractor, cancel the whole or any part of this contract upon written notice.

The Department may, upon finding that the Contractor is not in compliance with any law or regulation, or applicable licensure and certification requirement, cancel this contract upon written notice to the Contractor.

The above remedies are in addition to any other remedies provided by law or the terms on this contract.

Due to requirements of Federal labor laws, individuals who are presently a Montana State employee will not be considered for potential award of the Agreement. A successful bidder who, during the post-bid period or during the term of the Agreement, becomes a Montana State employee, must immediately notify in writing the DEPARTMENT'S Field Maintenance Chief. CONTRACTOR agrees that, if it becomes a Montana State employee during those periods, or if it hires anyone to perform more than 50% of the work under the Agreement who is a Montana State employee, the Agreement is subject to immediate termination.

#### **2.4. ORDERING/QUANTITIES**

Ordering will be done on an "as needed" basis. The Department makes no commitment, either stated or implied, to purchase any specific amount of Adopt-A-Highway Safety Vests.

Orders will be placed via a written (facsimile or email) request. Verbal orders are not valid or acceptable.

#### **2.5. INVOICING REQUIREMENTS**

Vendor agrees to invoice each individual Department Office (Section 3.0.) on at least a monthly basis during the duration of the contract for all items purchased under the provisions of the contract.

#### **2.6. RECORD KEEPING REQUIREMENTS**

The successful vendor agrees to retain records supporting the volume usage of all items, quantities and F.O.B. points provided during the contract period. The Department may, at any time, during the contract period request a usage report. If the vendor fails to furnish the usage report within 10 days of request, the contract may result in non-renewal or cancellation of the existing contract.

#### **2.7. DELIVERY**

Items ordered under the terms and conditions of Requirement Contract Number RC1124 shall be delivered not more than twenty (20) working days after written (facsimile or email) request by a Department office (Section 3.0). Failure to maintain this required delivery schedule for all locations may, at the option of the Department, result in cancellation of the entire requirement contract.

#### **2.8. PROCUREMENT CARD**

The Department has implemented a Procurement Card Program to allow purchases made from this contract to be charged. This will be the preferred method of payment. Successful contractor must accept the States procurement card.



### 3.0. REQUIREMENT CONTRACT F.O.B. AND “BILL TO” DESTINATIONS

Requirement Contract Number RC1124 shall cover supply and delivery, F.O.B. destination of Adopt-A-Highway Safety Vests, as specified herein or equal, for each of the twelve (12) Department of Transportation (Department) offices listed below on an individual basis.

Department of Transportation  
2100 W. Broadway  
PO Box 7039  
Missoula, MT 59807-7039

Department of Transportation  
123 N. River Avenue  
PO Box 890  
Glendive, MT 59330-0890

Department of Transportation  
85 - 5th Ave. E.N.  
PO Box 7308  
Kalispell, MT 59904-0308

Department of Transportation  
200 E Hwy. 25  
Wolf Point, MT 59201-9802

Department of Transportation  
3751 Wynne  
PO Box 3068  
Butte, MT 59702-3068

Department of Transportation  
217 N 4<sup>th</sup>  
PO Box 460  
Miles City, MT 59301-0460

Department of Transportation  
907 N. Rouse  
PO Box 1110  
Bozeman, MT 59771-1110

Department of Transportation  
424 Morey St  
PO Box 20437  
Billings, MT 59104-0437

Department of Transportation  
200 Smelter Avenue NE  
PO Box 1359  
Great Falls, MT 59403-1359

Department of Transportation  
1620 Airport Road  
PO Box 491  
Lewistown, MT 59457-0491

Department of Transportation  
1649 Highway 2 NW  
Havre, MT 59501-0580

Department of Transportation  
2701 Prospect Avenue  
PO Box 201001  
Helena, MT 59620-1001

**NOTE:** Each of the twelve (12) locations will place their own orders. All merchandise delivered as per this Requirement Contract shall be clearly marked with Requirement Contract Number RC1124 and shipped F.O.B. destination directly to the requesting locations office. All invoices shall be clearly marked with the Requirement Contract Number RC1124 and shall be sent directly to the requesting Department office for payment.

### 4.0. COMMODITY SPECIFICATIONS

Provide and deliver F.O.B. various locations Adopt-A-Highway Safety Vests as specified herein.

#### 4.1. ADOPT-A-HIGHWAY SAFETY VEST SPECIFICATIONS

This specification is for a finished ANSI/ISE (American National Standards Institute/International Safety Equipment Association) 107-2004 Performance Class 2 safety vest. The garment must be manufactured using ANSI/ISE 107-2004 compliant certified background and retro-reflective materials, and meet the ANSI/ISE 107-2004 design and performance requirements.

- 4.1.1. **Background fabric** - ANSI 107-2004 – Fluorescent Yellow Green mesh (3.0-3.5 oz. /sq. yd.) Actual ANSI 107-2004 Certifications from independent laboratory.) Vest must meet minimum requirement of 775 sq. inches. Vest front panel & back panel are 20" wide. Length is 51" (+-.5").
- 4.1.2. **Reflective material** - ANSI 107-2004 – Silver 2" width sew on reflective; two (2) vertical and one (1) horizontal 360° band sewn around waist (must have actual ANSI 107-2004 certifications from independent laboratory.) Vest must meet minimum requirements of 201 sq. inches.
- 4.1.3. **Adjustable Side Straps (2)** - One (1) pc – 4" wide x 15" long (sewn directly to outside of the back panel). Side straps should attach to the horizontal strips of hook on the front panel. The hook strips consist of Four (4) individual pieces – 1" width x 9" long hook (sewn horizontally on front panel – two (2) pieces placed and sewn above horizontal reflective stripe and two (2) pieces placed and sewn below the horizontal reflective stripe). Hook pieces originate from outside edge of the garment. Inside end of side strap should have 2" wide x 4" piece of loop. Outside end of side strap should be rounded. Closure with side straps is designed to allow adjustment in sizing across the front.
- 4.1.4. **Binding** - Fluorescent Yellow Green vest to have ANSI 107-2004 solid material folded to form a finished edge.
- 4.1.5. **Vest Design** - Vest is a poncho style/ pull-over design with tear drop/V-neck opening with open sides and side straps that attach to back panel and attach across front.
- 4.1.6. **Sizing** - Universal.

## 5.0. SPECIFICATIONS FOR ADOPT-A-HIGHWAY VESTS

### 5.1. RECOMMENDED CARE GUIDE

Washing Instructions:

- Wash warm – max 50x
- Do not bleach
- Tumble dry low
- Do not iron
- Do not dry clean

### 5.2. GARMENT LABEL

- Manufacturer
- ANSI/ISEA 107-2004
- Fabric Type
- Model # (optional)
- Size
- Pictogram showing garment class and retro-reflectivity level
- Care guide and maximum number of cycles

In addition, the manufacturer shall provide Instructions for Use. This may be provided on a garment label, to include special care instructions and appropriate precautions to observe.

### 5.3. CERTIFICATES

Third party ANSI/ISEA 107-2004 certificates of compliance for background and trim component materials shall be kept on file at the manufacturer. Third party documentation shall be provided by the manufacturer upon request to verify performance requirements as specified in the standard.

### 5.4. WORKMANSHIP

The high-visibility safety vest shall be of expert workmanship, be comfortable to wear, free of ragged edges, surface blemishes, loose stitches, uneven seams or any defect that would render the garment ineffective for its intended use.

Each vest shall be in complete compliance with ANSI/ISEA 107-2004 design requirements for the class of garment it is designed to represent.

### 6.0. SAMPLE VESTS

At no cost to the Department the vendor will agree to include with the bid a sealed sample vest conforming to specifications listed in Sections 4.0 and 5.0.

At the vendor's request, the vest will be returned at no cost to the Department. Failure to include the sample vest with the bid will result in disqualification of the bid.

### 7.0. QUOTE SECTION

Provide and deliver, on an "as needed" basis, F.O.B. destination, Adopt-A-Highway Safety Vests per all terms, conditions, requirements and specifications stated herein for the contract period of January 1, 2012 through December 31, 2012 for the firm cost per item as provided below.

**NOTE:** Manufacturer's literature, sufficient in detail to address all specification requirements of the item being bid, must accompany your bid response. Failure to enclose literature as required; or, failure on the part of the vendor to enclose literature of sufficient detail to address all specification requirements of the item being bid, will result in bid disqualification.

Cost per Vest: \$\_\_\_\_\_

Brand/Model Bid: \_\_\_\_\_

### 8.0. DELIVERY

Delivery will be required on an "as needed" basis within twenty (20) days from written (facsimile) order.

### 9.0. AWARD PROCESS

Award will be on an all-or-none basis.

The Department also reserves the right to cancel the project referenced herein if cancellation is deemed to be in the Department's best interest.

- A) Failure on the part of the vendor to display Invitation for Bid #HWY-RC1124-JA on the outside of the envelope containing a sealed bid will result in bid disqualification.
- B) Failure to include signed copies of addenda with the bid response will result in bid disqualification.
- C) Manufacturer's literature, sufficient in detail to address all specification requirements of the item being bid, must accompany your bid response. Failure to enclose literature as required; or, failure on the part of the vendor to enclose literature of sufficient detail to address all specification requirements of the item being bid, will result in bid disqualification.

HAVE YOU REMEMBERED TO:

- \* Check our website for the latest addendum to the IFB
- \* Sign and return each addendum as required
- \* Review Standard Terms and Conditions
- \* Properly identify return envelope
- \* Sign your bid on the front page
- \* Initial any bid changes you made
- \* Include literature (if required)
- \* Review and complete all requirements listed herein to ensure compliance

[illegible]

MDT attempts to provide accommodations for any known disability that may interfere with a person participating in any service, program or activity of the Department. Alternative accessible formats of this information will be provided upon request. For further information call Jason Armstrong at (406) 444-6033 Voice or 1-800-335-7592 TTY or TTY (406) 444-7696.